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March 20, 2001

BY HAND DELIVERY

Docket Control
 Arizona Corporation Commission
 1200 West Washington
 Phoenix, Arizona 85007

DOCKET NO. T-01051B-01-0247
DOCKET NO. T-03788A-01-0247

AZ CORP COMMISSION
 DOCUMENT CONTROL

2001 MAR 21 P 3:05

RECEIVED

Re: In the Matter of the Application of Qwest Corporation for Approval of the Sixth Amendment to the Local Wireline Network Interconnection and Service Resale Agreement with New Edge Network, Inc. d/b/a New Edge Networks

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of the Sixth Amendment to Interconnection Agreement between Qwest Corporation ("Qwest") and New Edge Network, Inc. ("New Edge") d/b/a New Edge Networks.

The Amendment is made in order to modify the terms and conditions for Line Sharing. The Sixth Amendment replaces the Second Amendment for Interim Line Sharing as approved by the Arizona Corporation Commission ("Commission") on December 14, 2000 in Docket Nos. T-01051B-00-0900 and T-03788A-00-0900, Decision No. 63250. The Commission approved the underlying Agreement between Qwest and New Edge on December 14, 1999 in Docket No. T-01051B-99-0549, Decision No. 62136. Enclosed is a service list for these dockets.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

FENNEMORE CRAIG

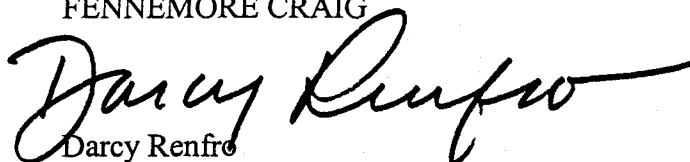
Docket Control

March 20, 2001

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Sincerely,

FENNEMORE CRAIG


Darcy Renfro

Enclosures

cc: Rob McMillin, New Edge Network, Inc.
Deborah Scott, Director, ACC Utilities Division
Lyn Farmer, Chief Hearing Officer, ACC Hearing Division

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2001 MAR 21 P 3:05

AZ CORP COMMISSION
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**Amendment No. 6
to the Interconnection Agreement
Between
New Edge Network, Inc. dba New Edge Networks
and
Qwest Corporation
(f/k/a U S WEST Communications, Inc.)
for the State of Arizona**

This Amendment No. 6 ("Amendment") is made and entered into by and between New Edge Network, Inc, dba New Edge Networks ("CLEC") and Qwest Corporation (formerly known as U S WEST Communications, Inc.) ("Qwest"). CLEC and Qwest may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (the "Underlying Agreement") for service in the state of Arizona that was approved by the Arizona Corporation Commission ("Commission"); and

WHEREAS, CLEC and Qwest entered into an amendment to the Underlying Agreement, Amendment No. 2, related to Line Sharing that was sent to the Commission; and

WHEREAS, CLEC and Qwest desire to amend the Underlying Agreement, as amended in Amendment No. 2 to the Underlying Agreement, by incorporating the terms, conditions and rates contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. General.

This Amendment is made in order to replace the Interim Line Sharing Agreement entered into between CLEC and U S WEST Communications, Inc. on the 24th day of April, 2000, and to replace Amendment No. 2 to the Underlying Agreement with the terms, conditions and rates set forth in Attachment 1 to this Amendment and replace both with the terms, conditions and rates as set forth in Attachment 1 to this Amendment.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Customer Questionnaire, all

necessary billing codes will need to be loaded by Qwest into its billing systems. CLEC will be notified when all billing system updates have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Underlying Agreement shall remain in full force and effect. Neither the Underlying Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

4. Proprietary Information.

Qwest and CLEC agree that the information exchanged during the negotiation of this Amendment, whether in oral, written, graphic, electromagnetic or other tangible form, is Proprietary Information under the Nondisclosure Section of the Underlying Agreement.

5. Commission Approval.

Qwest and CLEC agree to work together in good faith to secure expeditious approval of this Amendment by the Commission without modification.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

New Edge Network, Inc, dba
New Edge Networks

Robert Y. McMillin
Authorized Signature

Robert Y. McMillin
Name Printed/Typed

Senior Director - Interconnection
Title

12/19/00
Date

Qwest Corporation (f/k/a
U S WEST Communications, Inc.)

Patrick D. Ho / Ho
Authorized Signature

Patrick D. Ho / Ho
Name Printed/Typed

Director Wholesale Markets
Title

Jan 2, 2001
Date

Attachment 1

1. Line Sharing

1.1 Description

Line Sharing provides CLEC with the opportunity to offer advanced services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper loop, referred to herein as the "Shared Loop" or "Line Sharing," by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the high frequency spectrum network element or "HUNE." The POTS service must be provided to the end user by Qwest.

1.2 Terms and Conditions

1.2.1 General

1.2.1.1 To order the HUNE, CLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in either Section 1.3 or Section 1.4 of this Amendment and the end user must have dial tone originating from a Qwest switch in that Wire Center. CLEC must provide the end user with, and is responsible for, the installation of any equipment necessary for the end user to receive separate voice and data service across a single copper loop.

1.2.1.2 POTS splitters must meet the requirements for central office equipment collocation set by the FCC or be compliant with ANSI T1.413.

1.2.1.3 CLEC may use the HUNE to provide any xDSL services that are compatible with Qwest's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by CLEC, to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

1.2.1.4 Neither CLEC nor Qwest may utilize the high frequency portion of a given copper loop if a different telecommunications carrier already is using the frequency range above the voice band on that loop to provide data services, unless the end user of that loop or Qwest or CLEC, with Proof of Authorization from the end user, disconnects the service of the original telecommunications carrier being provided on the frequency range above the voice band.

1.2.1.5 CLEC will be able to request conditioning of Shared Loops. Qwest will perform requested conditioning, including removal of load coils and excess bridged taps, of loops. If CLEC requests conditioning, and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end user, CLEC shall pay the rate set forth in Appendix A of the Underlying Agreement for conditioning to restore the loops to their original state.

1.2.1.6 Qwest will provide CLEC with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section of the Underlying Agreement; or (b) via Common Area Splitter Collocation as set forth in Section 1.4 of this Amendment. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination.

1.2.1.7 CLEC will provide Qwest with non-binding, good faith rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. Qwest will keep CLEC forecasts confidential and will not share such forecasts with any person involved in Qwest retail operations, product planning or marketing.

1.3 CLEC Collocation Area POTS Splitter

1.3.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section of the Underlying Agreement, CLEC will be responsible for purchasing the POTS splitters. CLEC also will be responsible for installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.

1.3.2 CLEC may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling and related work for which it is responsible and that is required to provision Line Sharing.

1.3.3 CLEC may choose to have Qwest provide the cabling used for DS0 terminations for Line Sharing subject to a charge that will cover the cost of the cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling, incurred by Qwest. In the alternative, CLEC may provide all such cabling to Qwest. Qwest will not

be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.

1.3.4 Two Interconnection Tie Pairs (ITPs) and two pre-wired DS0 terminations will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one DS0 termination will carry both voice and data traffic to the POTS splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, COSMIC/MDF via the intermediate distribution frame, using a second DS0 termination and a second ITP.

1.3.5 The demarcation point between Qwest's network and CLEC's network will be the place where the combined voice and data loop is cross connected to the intermediate distribution frame.

1.4 Common Area Splitter Collocation

1.4.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to CLEC's DS0 termination points as possible; (b) on an intermediate distribution frame to the extent such a frame is available; or (c) where options (a) and (b) are not available due to physical space limitations in the Wire Centers, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. CLEC either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement as described in Section 2.4.1 of this Amendment. Qwest will be responsible for the installation and maintenance of the POTS splitters, but CLEC will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitter shelves of different telecommunications carriers in a single relay rack or bay or, in the case of the option (c) above, Qwest may co-mingle the POTS splitter shelves with Qwest miscellaneous equipment. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of CLEC.

1.4.2 CLEC may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications,

frame re-stenciling and related work for which it is responsible and that is required to provision Line Sharing.

1.4.3 CLEC may choose to have Qwest provide the cabling used for DS0 terminations and/or TIE Cables subject to full reimbursement, or CLEC may provide all such cabling to Qwest. Qwest will be responsible for the installation and maintenance of the TIE Cables connecting the POTS splitters and the appropriate distribution frame. In addition, CLEC may request that Qwest directly cable the data port of the POTS splitter to its Collocation area under these same terms. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.

1.4.4 Two ITPs and three pre-wired TIE Cables and one pre-wired DS0 termination will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to CLEC's Collocation area via a DS0 termination, and the voice traffic will be routed to the COSMIC/MDF via a second ITP. In the alternative, CLEC may request that Qwest directly cable the data port of the POTS splitter to the CLEC Collocation area under these same terms.

1.4.5 The demarcation point between Qwest's network and CLEC's network will be at the place where the data loop leaves the POTS splitter on its way to CLEC's Collocated equipment.

1.5 Line Sharing Deployment

1.5.1 With the exception of the true up described in Section 2.9 of this Amendment, the applications submitted by CLEC to Qwest for installation of POTS splitters between March 24, 2000 and April 10, 2000 pursuant to the Interim Line Sharing Agreement dated April 24, 2000 will continue to be governed by the rates, terms and conditions of the Interim Line Sharing Agreement. All subsequent applications will be governed by this Amendment. The rates, terms and conditions of the Interim Line Sharing Agreement are incorporated into this Amendment, as Exhibit A attached hereto and incorporated herein, to govern applications submitted by CLEC between March 24, 2000 and April 10, 2000.

1.5.2 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation Section of the Underlying Agreement for Cageless or Common Collocation.

1.5.3 CLEC may submit applications for additional DS0 termination installations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DS0 terminations under intervals as outlined in this Section.

1.5.3.1 Augmentation intervals will be 30 days, subject to the following terms and conditions identified below:

1.5.3.1.1 CLEC will provide a quarterly forecast to Qwest in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be 60 days. The interval for each subsequent month will be 30 days.

1.5.3.1.2 The forecast must include, at a minimum, the following:

- (a) Month each application will be sent;
- (b) The Wire Center by common name for each application;
- (c) Type of terminations required for each level of connection; and
- (d) Whether the termination types are the same as existing or, if different, what numbering requested on the block.

1.5.3.2 The interval for reclassification will be 15 days, subject to the following terms and conditions identified below:

1.5.3.2.1 If requested reclassification engineering results in additional requirements for DS0 terminations and/or TIE Cable support, the interval will default to the interval for augmentation, which is 30 days.

1.5.3.3 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the interval found in the Collocation Section of the Underlying Agreement.

- 1.5.4 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including, but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when available.
- 1.5.5 If Qwest, acting as purchasing agent for CLEC, is unable to procure in a timely manner any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including, but not limited to, POTS splitters and cabling, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on-site date for the affected Qwest Wire Center(s) and CLEC will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business day period, or if CLEC provides such notice to Qwest but then fails to provide Qwest with the subject equipment in a timely manner, Qwest will install the subject equipment when available.

2. Rate Elements and True Up

2.1 Recurring Rates for Line Sharing

- 2.1.1 Line Sharing Charge – CLEC will pay a monthly recurring charge to Qwest per Shared Loop for elements associated with providing xDSL service across each Shared Loop. The charge is set forth in Exhibit B attached hereto and incorporated herein.

2.1.1.1 The cost that Qwest claims it will incur to upgrade its OSS to support Line Sharing is \$12,086,608.00 (the "OSS Cost"). \$1.00 of the Line Sharing Charge will be used to reimburse Qwest for these costs over a seven (7) year period. All other telecommunications carriers that order Shared Loops from Qwest also will be required to reimburse Qwest in some manner for these same costs and their demand included in the OSS cost recovery calculation. Once Qwest has fully recovered the subject costs from CLEC and other telecommunications carriers, including the time value of the \$12,068,608.00 at an annual rate of 12.4%, the Line Sharing Charge will be reduced to \$3.89. In the event that Qwest has not fully recovered the subject costs before the Underlying Agreement terminates, the Parties agree that any replacement agreement(s) governing Line Sharing will include a recurring monthly charge of \$1.00 per Shared Loop, or whatever different amount has been mutually

agreed to by the Parties or established pursuant to the following paragraph, until such time that Qwest fully recovers the subject costs.

The Parties will re-examine the recovery of the OSS Cost every 18 months. The Parties will determine, at that time, whether Qwest is on track to recover the time value of the \$12,068,608.00 at an annual rate of 12.4% at the end of seven (7) years from the date of this Amendment. If not, the Parties will re-negotiate the amount of the Line Sharing Charge, either upwards or downwards, to be paid for OSS with the express purpose of providing full recovery of the OSS Cost at the end of seven (7) years from the date of this Amendment. Any dispute between the Parties regarding a new amount to be paid for the OSS Cost in the Line Sharing Charge will be resolved pursuant to the dispute resolution provisions set forth in the Dispute Resolution Section of the Underlying Agreement.

2.2 Nonrecurring Rates for Line Sharing

2.2.1 Basic Installation Charge – A nonrecurring charge will apply for the installation of each Shared Loop. This charge covers both the installation and the eventual disconnect of the Shared Loop. The charge is set forth in Exhibit B.

2.3 Recurring Rates for Common Area Splitter Collocation

2.3.1 Rent and Maintenance Charge – A monthly recurring charge will apply for each POTS splitter located in a Qwest Wire Center to cover the rent for the space occupied by each such POTS splitter and the maintenance associated with each POTS splitter. The charge is set forth in Exhibit B.

2.4 Nonrecurring Rates for Common Area Splitter Collocation

2.4.1 POTS Splitter Charge – A nonrecurring charge will apply for each POTS splitter purchased by Qwest on behalf of CLEC. Pursuant to Section 1.4.1 of this Amendment, the charge will equal the cost of the POTS splitters, plus any pass through vendor invoice costs such as taxes, shipping and handling, and any similar charges assessed Qwest by vendors in connection with the purchase of the POTS splitters.

2.4.2 Engineering Charge – A nonrecurring charge will apply for each application submitted to Qwest by CLEC for placement of POTS splitters in Qwest Wire Centers. This charge will be assessed per application, not per POTS splitter requested in each application, and it will cover the engineering Qwest will need to perform in connection with such applications. This charge is set forth in Exhibit B.

2.4.3

Common Area Splitter Collocation Charges – A nonrecurring charge will apply for the placement of each POTS splitter in a Qwest Wire Center. The charge will differ depending on which of the following architectures is used when placing a given POTS splitter in a Qwest Wire Center:

- (a) Option 1 – Consistent with Section 1.4 of this Amendment, POTS splitters may be located in a relay rack or bay with the data connection to CLEC's Collocation area routed through a block on a distribution frame. The charge for this option will cover, among other things, a shelf in the relay rack or bay, necessary TIE Cables and blocks on the distribution frame where CLEC's DS0 terminations terminate. The charge is set forth in Exhibit B.
- (b) Option 2 – Consistent with Section 1.4 of this Amendment, POTS splitters may be located in a relay rack or bay with the data connection to CLEC's Collocation area routed directly from the POTS splitter to the Collocation area. The charge for this option will cover, among other things, a shelf in the relay rack or bay, necessary TIE Cables and blocks on a distribution frame. The charge is set forth in Exhibit B.
- (c) Option 3 – Consistent with Section 1.4 of this Amendment, POTS splitters may be located on a distribution frame with the data connection to CLEC's Collocation area routed through a block on a distribution frame. The charge for this option will cover, among other things, space on a distribution frame, blocks on a distribution frame and necessary TIE Cables. The charge is set forth in Exhibit B.
- (d) Option 4 – Consistent with Section 1.4 of this Amendment, POTS splitters may be located on a distribution frame with the data connection to CLEC's Collocation area routed directly from the POTS splitter to the Collocation area. The charge for this option will cover, among other things, space on a distribution frame, blocks on a distribution frame and necessary TIE Cables. The charge is set forth in Exhibit B.

2.5 Nonrecurring Rates for Shared Loop Conditioning and Restoration

- 2.5.1 Conditioning Charge – A nonrecurring charge will apply to the conditioning of Shared Loops if such a charge has been approved by the Commission. Consistent with Section 1.2.1.5 of this Amendment, this charge will cover the removal of load coils and excess bridged tap. The charge, if any, is set forth in Appendix A to the Underlying Agreement.
- 2.5.2 Restoration Charge – A nonrecurring charge will apply whenever, pursuant to Section 1.2.1.5 of this Amendment, Qwest must restore Shared Loops to their original state after being asked by CLEC to condition the Shared Loops. The charge will equal the charge approved by the Commission for removal of load coils and excess bridged taps as set forth in Appendix A to the Underlying Agreement. If the Commission has not approved a charge for conditioning, the charge for restoration will be assessed on a time and materials basis.
- 2.6 Nonrecurring Rates for DS0 Termination Reclassifications
 - 2.6.1 Reclassification Charge – A nonrecurring charge will apply for reclassification of existing DS0 terminations to Line Sharing. Consistent with Section 1.3.2 and Section 1.4.2 of this Amendment, this charge will cover frame re-stenciling, engineering and any other work required to effectuate DS0 termination reclassifications. The charge will be assessed on a time and materials basis.
- 2.7 Nonrecurring Rates for DS0 Termination Augmentations
 - 2.7.1 Augmentation Charge – A nonrecurring charge will apply to augment the number of DS0 terminations available for use in connection with Line Sharing. The charge will cover the cost associated with adding DS0 terminations between CLEC's Collocation areas and applicable intermediate distribution frames. The charge is set forth in Appendix A to the Underlying Agreement.
- 2.8 Nonrecurring Rates for Repair and Maintenance
 - 2.8.1 Trouble Isolation Charge – A nonrecurring charge will apply for trouble isolation testing performed by Qwest at the request of CLEC in accordance with Section 4.3.3 of this Amendment. This charge will be assessed at the rate approved by the Commission and set forth in Exhibit B. If the Commission has not set or approved a rate, the charge will be assessed on a time and materials basis.
 - 2.8.2 Additional Testing Charge – A nonrecurring charge will apply for any additional testing performed by Qwest at the request of CLEC in accordance with Section 4.3.4 of this Amendment. This charge will be assessed on a time and materials basis.

2.9 True Up

2.9.1 The rates established in this Amendment are "mutually agreed to permanent prices," as that term is used in Section 26 of the Interim Line Sharing Agreement dated April 24, 2000 and the Parties agree to true up all charges assessed CLEC by Qwest for Line Sharing under the Interim Line Sharing Agreement to the rates established in this Amendment. The Parties further agree to use good faith, reasonable efforts to conclude this true up within six (6) months of the date this Amendment is approved by the Commission. In the event the Parties are unable to mutually agree on a true up within this six (6) month period, they agree to submit any unresolved issues to an arbitrator for resolution pursuant to the Dispute Resolution Section of the Underlying Agreement.

2.10 Effectiveness of Rates

2.10.1 The Parties agree that the rates established in this Amendment will remain in effect without modification until such time as the Underlying Agreement is replaced or terminates unless: (i) both Qwest and CLEC agree in writing to different rates; or (ii) Qwest voluntarily agrees to different rates with another telecommunications carrier and CLEC decides to adopt those rates. Among other things, this means that CLEC cannot adopt rates established by the Commission, a court or another governmental agency or body to the extent those rates differ from the rates established in this Amendment.

2.11 Separate Subsidiary

2.11.1 In the event Qwest establishes a separate subsidiary to provide xDSL or other data services, and that separate subsidiary Line Shares with Qwest, Qwest will provision Line Sharing to the separate subsidiary at the same rates Qwest then is using to provide Line Sharing to other telecommunications carriers. Those same rates will be made available to all telecommunications carriers on a nondiscriminatory basis.

3. Ordering Process

3.1 Shared Loop

3.1.1 As a part of the pre-order process, CLEC can access loop characteristic information through the Loop Information Tool. CLEC will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop.

Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing.

- 3.1.2 The appropriate DS0 termination frame terminations dedicated to POTS splitters will be provided on the Line Sharing APOT form one (1) day prior to the ready for service date or at an interval ordered by the Commission or further agreed to by Qwest and CLEC in writing. Qwest will administer all cross connects/jumpers.
 - 3.1.3 Basic Installation "lift and lay" procedures will be used for all Shared Loop orders. Under this approach, a Qwest technician "lifts" the loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's Collocated equipment in the same Wire Center.
 - 3.1.4 Qwest will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time. Qwest and CLEC acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant legal or regulatory requirements.
 - 3.1.5 CLEC shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and DS0 termination reclassification, has been completed.
- 3.2 Common Area Splitter Collocation
- 3.2.1 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. The Collocation intervals contained in this Amendment will apply.
 - 3.2.2 New POTS splitter shelves may be ordered with an existing Collocation arrangement. CLEC must submit a new Collocation application form and the quote preparation fee to Qwest. Standard Cageless and/or Common Collocation intervals will apply as set forth in the Collocation Section of the Underlying Agreement.
- 3.3 DS0 Termination Reclassifications
- 3.3.1 To the extent CLEC has existing DS0 terminations extending from an intermediate distribution frame to its Collocation space, CLEC may request that these existing DS0 terminations be reclassified for use with Line Sharing as set forth in Section 1.5.3 of this Amendment. CLEC shall request such reclassification through the same process used to order new DS0 terminations.

4. Repair and Maintenance

- 4.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data circuit is cross connected to the POTS splitters.
- 4.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest also will be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. CLEC will be responsible for repairing data services provided on Shared Loops. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.
- 4.3 Qwest and CLEC will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's web site. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.
 - 4.3.1 If an end user reports a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together and with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of CLEC unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes Qwest to disconnect the data service. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.
 - 4.3.2 Qwest and CLEC each are responsible for their respective end user base and services.
 - 4.3.3 Qwest will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not located in Qwest's network, Qwest will assess CLEC the charge specified in Section 2.8.1 of this Amendment.
 - 4.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (i.e., opens, shorts, and/or foreign voltage), CLEC may request that Qwest perform additional testing and Qwest may decide to not perform the requested testing where it believes in good faith that additional testing is unnecessary because the test requested has already been

performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess CLEC the charge specified in Section 2.8.2 of this Amendment.

- 4.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. CLEC will leave one unused, spare splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
 - 4.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for central office equipment set by the FCC.
 - 4.6 Qwest and CLEC will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.
5. Other
- 5.1 Qwest and CLEC agree to the foregoing rates, terms and conditions for Line Sharing without waiving current or future relevant legal rights and without prejudicing any position Qwest or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This Section specifically contemplates, but is not limited to, the following: (i) the positions Qwest and CLEC take in any cost docket; and (ii) the positions Qwest or CLEC might take before the FCC or any state public utility commission related to the rates, terms and conditions under which Qwest must provide CLEC with access to Shared Loops.
 - 5.2 Qwest and CLEC agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of processes for handling all orders for the HUNE which reflect different end user action scenarios including but not limited to; end user changes or disconnects voice service; end user changes or disconnects data service provider; and/or end user orders new voice and data service simultaneously; (ii) Qwest's ability to handle the existing and forecasted volume of all orders for the HUNE; (iii) Qwest's ability to make loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (iv) the ability of Qwest and CLEC to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) CLEC's forecasts of HUNE orders; (vii) the

process for conditioning Shared Loops by removing load coils and excess bridged taps; and (viii) the ability of CLEC to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities

EXHIBIT A INTERIM LINE SHARING AGREEMENT

This Interim Line Sharing Agreement ("Agreement") between U S WEST Communications, Inc. ("ILEC") and @Link Networks, Inc., Arrival Communications, Inc., BridgeBand Communications, Inc., CDS Networks, Inc., Contact Communications, DIECA Communications, Inc. d/b/a Covad Communications Company, Jato Communications Corp. on behalf of its operating subsidiaries Jato Operating Corp. and Jato Operating Two Corp., Montana Wireless, Inc., MULTIBAND Communications, Inc., New Edge Network, Inc. d/b/a New Edge Networks, NorthPoint Communications, Inc., RHYTHMS LINKS, INC., and Western Telephone Integrated Communications, Inc. ("CLEC" or "CLECs") is entered into this 24th day of April, 2000, to govern deployment of line sharing in the states of Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The Agreement is effective as of the date referenced in the preceding sentence and will terminate on a state-by-state, CLEC-by-CLEC basis when line sharing amendments to the interconnection agreements between ILEC and CLECs are approved by the relevant state public utility commissions as required by paragraph 36 below. ILEC and CLECs are referred to in this Agreement individually as a "Party" or collectively as the "Parties."

GENERAL

1. ILEC will provide CLEC with access to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions. This frequency range will be referred to in this document as the "high frequency spectrum network element" or "HUNE". CLEC may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite and any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules. Under this Agreement, "line sharing" is defined as the situation that exists when the CLEC has access to the HUNE and provides xDSL services on a loop that also carries ILEC POTS.
2. To order the HUNE, a CLEC must have a POTS splitter installed in the central office that serves the end-user of the loop. In addition, the CLEC must provide the end-user with, and is responsible for the installation of, a splitter, filter(s) and/or other equipment necessary for the end-user to receive separate voice and data services across the loop.
3. On or before June 6, 2000, ILEC will begin accepting orders for the HUNE on lines served out of every central office where CLEC has a POTS splitter installed.
4. Prior to July 31, 2000, the CLECs will not request conditioning of shared lines to remove load coils, bridged taps or electronics. If ILEC begins conditioning lines for its xDSL services, CLECs will have the same option. By July 31, 2000, unless another date is agreed to by ILEC and CLEC in writing, the CLEC will be able to request conditioning of a shared line. ILEC will perform requested conditioning, including de-loading and removal of excess bridged taps, unless ILEC demonstrates in advance that conditioning that shared line will significantly degrade the end-user's analog voice service.

5. The CLECs initially will use ILEC's existing pre-qualification functionality and order processes to pre-qualify lines and order the HUNE. The CLECs will determine, in their sole discretion and at their risk, whether to order the HUNE across any specific loop. ILEC and the CLECs will continue to work together to modify these functionalities and processes to better support line sharing.
6. ILEC will initially provision the HUNE within the current standard unbundled loop provisioning interval at least 90% of the time. The Parties acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant state or federal regulatory orders.

POTS SPLITTER COLLOCATION AND OPERATION OF LINE SHARING EQUIPMENT

7. ILEC will provide CLEC with access to the shared line in one of the following ways, at the discretion of CLEC:
 - (a) CLEC may place POTS splitters in ILEC central offices via Common Area Splitter Collocation. In this scenario, CLEC will have the option to either purchase the POTS splitter of its choosing or to have ILEC purchase the POTS splitter on the CLEC's behalf subject to full reimbursement. The CLEC will lease the POTS splitter to ILEC at no cost. Subject to agreed to or ordered pricing, ILEC will install and maintain the POTS splitter in the central office. ILEC will install the POTS splitter in one of three locations in the central office: (i) in a relay rack as close to the CLEC DSO termination points as possible; (ii) where an intermediate frame is used, on that frame; or (iii) where options (i) or (ii) are not available, or in central offices with network access line counts of less than 10,000, on the main distribution frame or in some other appropriate location, which may include an existing ILEC relay rack or bay.
 - (b) CLEC may, at its option, place the POTS splitters in its own collocation area. ILEC will reclassify TIE cables, re-stencil framing, and perform any related work required to provision line sharing.
 - (c) Under either option (a) or (b), the POTS splitter will be appropriately hard wired or pre-wired so that ILEC is required to inventory no more than two points of termination.
8. In the event CLEC, or ILEC acting as purchasing agent for CLEC, is unable to procure line sharing equipment (i.e., POTS splitters, cabling, etc.) for Common Area Splitter Collocation in a timely manner, ILEC will proceed with the line sharing deployment schedules set forth in paragraphs 12 and 13 below and install the delayed equipment once the deployment for the subject state is completed. If the delayed equipment still is not available once the deployment for the subject state is completed, ILEC and CLEC will work together to establish an alternate deployment schedule for the affected central offices.
 - (a) If the ILEC, acting as purchasing agent for the CLEC, is unable to procure line sharing equipment for Common Area Splitter Collocation in a timely manner, then the CLEC may provide ILEC with the missing equipment.

However, the deployment schedules set forth in this Agreement may be impacted. If impacted, the deployment will follow the terms and conditions described above.

- (b) If ILEC is acting as purchasing agent for more than one CLEC in a central office and is unable to procure line sharing equipment for one or more of the CLECs in a timely manner, then none of the CLECs using the ILEC as purchasing agent will be able to order the HUNE in that central office until the equipment is installed for all such CLECs. This requirement does not apply to a CLEC that, upon being contacted by the ILEC of the equipment shortage, provides its own equipment to ILEC for installation. The CLEC will be notified by the ILEC of the required material on-site date for that central office and will have 2 business days to determine if the CLEC will be able to provide its own equipment.
9. CLEC and ILEC may use any POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.
10. If a CLEC requests that a central office where it is not currently collocated be provisioned for line sharing, the CLEC will indicate its request on the collocation application for that central office.
11. CLEC will provide ILEC with applications for placement of POTS splitters in central offices based on the order set forth on the confidential Central Office Deployment List agreed to jointly by the CLECs and the ILEC and on the schedule set forth below. If the application date is missed by any CLEC, ILEC will accept the CLEC's late applications and install the POTS splitter within 30 days of the end of the schedule for the state where the central office is located or the normal interval for collocation under the CLEC's interconnection agreement, whichever is later. ILEC and CLEC will work together to resolve any problems with order-related data included on the applications within 5 business days of the CLEC receiving notification of the problems from ILEC. If the Parties are unable to resolve the problems after 5 business days, the application will be treated as a late application as defined above. Any changes received from the CLEC after 5 business days of the initial application date will also result in the application being treated as a late application.
- | | |
|---------------------------|----------------|
| First 145 Central Offices | March 24, 2000 |
| Next 85 Central Offices | March 29, 2000 |
| Next 65 Central Offices | April 3, 2000 |
| Remaining Central Offices | April 10, 2000 |
12. Assuming CLEC reuses existing TIE cable capacity, ILEC will complete the TIE cable reclassification necessary to permit a CLEC to complete placement of POTS splitters in its own collocation areas in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50

May 29, 2000	130-150
June 6, 2000	All remaining central offices identified on the Central Office Deployment List

Additional TIE cables will be installed in accordance with the standard intervals and processes set forth in the interconnection agreements between ILEC and CLECs at the completion of this deployment schedule or under an installation schedule mutually agreed upon by CLEC and ILEC. In situations where a CLEC places POTS splitters in its collocation areas, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

13. ILEC will complete Common Area Splitter Collocation in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	165-180
June 26, 2000	230-260
July 31, 2000	All remaining central offices identified on the Central Office Deployment List

If a CLEC chooses to have POTS splitters placed in central offices via Common Area Splitter Collocation, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

14. To deploy POTS splitters in a central office identified on the Central Office Deployment List, the CLEC must either: (a) have an existing collocation presence in the central office; or (b) have pending applications for collocation in the central office as of March 10, 2000.
15. If ILEC receives an application for new collocation in a central office that does not appear on the Central Office Deployment List, or where the applying CLEC does not meet the requirements of the preceding paragraph, ILEC will treat the application as a standard collocation application under the terms and conditions of the applicable interconnection agreement. CLEC will be able to order the HUNE in such offices beginning on the date the collocation installation is completed or July 31, 2000, whichever is later.
16. ILEC and the CLECs agree to work together to address and, where necessary and possible, find solutions for the following "Line Sharing Implementation Issues": (a) the implementation of an effective phased process to handle CLEC orders for the HUNE; (b) ILEC's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (c) ILEC's ability to make central office loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (d) the ability of ILEC and CLEC to coordinate repairs; (e) the experience

and education of the shared line end-user; (f) the CLEC's forecasts of shared line orders; and (g) the process for conditioning loops for line sharing.

17. Beginning on April 1, 2000, the CLECs will provide ILEC with non-binding, good-faith rolling quarterly forecasts for shared line volumes on a state-by-state, central office-by-central office basis. Additionally, CLEC will provide a 1.5 year non-binding, good-faith forecast by quarter to ILEC by June 1, 2000. ILEC will keep CLEC forecasts confidential and will not share such forecasts with any person involved in ILEC retail operations, product planning or marketing.

REPAIR AND MAINTENANCE

18. ILEC will allow the CLECs to access the combined voice and data line at the point where it is cross-connected to the POTS splitter. Under the scenario described in paragraph 7(a) above, the point of demarcation will be at the place where the data loop leaves the POTS splitter on its way to the CLEC's collocated equipment. Under the scenario described in paragraph 7(b) above, the point of demarcation will be where the shared line is cross-connected to the POTS splitter.
19. ILEC will be responsible for repairing voice services provided over the shared line and the physical line between the network interface device at the end-user premise and the point of demarcation in the central office. ILEC also will be responsible for inside wiring in accordance with the terms and conditions of inside wire maintenance agreements, if any, between ILEC and the end-users. CLECs will be responsible for repairing data services provided over the HUNE portion of the shared line. Each Party will be responsible for maintaining its own equipment. The Party that controls the POTS splitter will be responsible for maintaining it.
20. ILEC and CLEC are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on ILEC's web site. In the interim, ILEC and CLEC agree that the following general principles will guide the repair and maintenance process:
 - (a) If an end-user complains of a voice problem that may be related to the use of the shared line for data services, CLEC and ILEC will work together and with the end-user to solve the problem to the satisfaction of the end-user. ILEC will not disconnect the data service without the written permission of the CLEC unless the end-user's voice service is so degraded that the end-user cannot originate or receive voice grade calls.
 - (b) Each Party is responsible for its own end-user base and will have the responsibility for resolution of any service trouble report(s) from its end-users. ILEC will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on the shared line in response to trouble tickets initiated by the CLEC.